

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>PROENERGY SERVICES, LLC,</b>	§	
<b>Plaintiff.</b>	§	
	§	
<b>v.</b>	§	<b>C.A. NO. _____</b>
	§	
<b>BENNETT MOTOR EXPRESS, LLC</b>	§	
<b>AND BENNETT INTERNATIONAL</b>	§	
<b>GROUP, LLC,</b>	§	
<b>Defendants.</b>	§	<b><u>JURY DEMANDED</u></b>

**COMPLAINT**

1. Plaintiff, ProEnergy Services, LLC (“ProEnergy”), complains of defendants, Bennett Motor Express, LLC and Bennett International Group, LCC (together referred to as “Bennett”), and in support alleges upon information and belief as follows:

**A.**

2. Jurisdiction rests on a federal question within the meaning of 28 U.S.C. § 1331 and 28 U.S.C. § 1337, as the causes of action against the defendants arise under an act of congress regulating commerce (49 U.S.C. §14706 – Interstate Commerce Act/Carmack Amendment) and the amount in controversy exceeds \$10,000.00, exclusive of interest and costs.

**B.**

3. At and during all times hereinafter mentioned, plaintiff had and now has the legal status and principal offices and places of business stated in Schedule A attached.

4. At and during all times hereinafter mentioned, defendants had and now have the legal statuses and offices and places of business stated in Schedule A, and were and now

are engaged in business as contract motor carriers providing interstate transportation services.

**C.**

5. On or about the date and at the place of shipment stated in Schedule A, there was delivered to defendants, in good order and condition, the shipment described in Schedule A, which defendants received, accepted, and agreed to transport for certain consideration to the place of destination stated in Schedule A.

**D.**

6. The defendants were transporting a “stator and generator” from Sedalia, Missouri to Houston, Texas when defendants’ tractor and trailer were involved in a multiple-vehicle trucking accident (“the accident”) that occurred on May 27, 2009 near Wagoner, Oklahoma. The trucking accident resulted in the total loss of the stator and extensive damage to the generator.

**E.**

7. By reason of the premises, defendants were negligent in providing transportation services as a contract motor carrier. Defendants’ driver lacked the necessary training, experience, expertise, and/or equipment to provide safe transportation, proper care, protection and securement to plaintiff’s shipment of a high value “stator and generator.”

**F.**

8. At and during all times herein mentioned, defendants breached, failed, and violated its duties and obligations as contract motor carriers providing interstate transportation services and were otherwise at fault.

9. Defendants' driver failed to take reasonable and proper safety precautions in driving and operating its tractor and trailer, and in failing to provide adequate protection and/or securement for the shipment during the course of interstate transport. By transporting the high value generator without taking reasonable and proper safety precautions, defendants were negligent. Furthermore, defendants' negligence was the direct and proximate cause of damage to the cargo during the course of inland transportation.

**G.**

10. Plaintiff was the shipper, consignee, or owner of the shipment as described in Schedule A, and brings this claim on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

**H.**

11. Plaintiff has duly performed all duties and obligations on its part to be performed.

**I.**

12. By reason of the premises, Plaintiff has sustained damages, as nearly as same can now be estimated, no part of which has been paid although duly demanded, in the amount of ONE MILLION TWO HUNDERED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00).

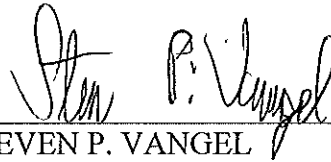
**J.**

13. All and singular the premises are true and within the jurisdiction of this Honorable Court.

WHEREFORE, plaintiff prays:

1. That summons in due form of law be issued against defendants;
2. That a judgment may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages and attorneys' fees, together with interest and the costs and disbursements of this action; and
3. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF  
PROENERGY SERVICES, LLC

**SCHEDULE A**

**LEGAL STATUS AND PLACE OF BUSINESS OF PARTIES**

Plaintiff, **ProEnergy Services, LLC** (“ProEnergy”), was and now is a Missouri Corporation or other similar business entity with an office and place of business in Sedalia, Missouri.

Defendant, **Bennett Motor Express, LLC** (“Bennett”) f/k/a Bennett Motor Express, Inc., is a Georgia Corporation or other similar business entity, with power to sue and be sued, which regularly engages in business in Texas as a common carrier of goods, which does not maintain a regular place of business in Texas or a designated agent for service of process, and thus may be served through F.R.C.P. 4(k)2, or through the Texas Secretary of State under the Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.044 *et. seq.*, in care of its home office at 1001 Industrial Pkwy, Ford Building, P.O. Box 569, McDonough, Georgia 30253; or in care of its registered agent for service of process in the State of Georgia, Rod G. Meadows, Esq., 101 Eagle’s Pointe Pkwy, Stockbridge, Georgia, 30281; or in care of its FMCSA agent for service of process, American Moving and Storage Association, Attn.: John C. Sims, Esq., at 1205 Broadway, Lubbock, TX, 79401.

Defendant, **Bennett International Group, L.L.C.** (“Bennett INT”) f/k/a The Bennett International Group, Inc., is a Georgia Corporation or other similar business entity, with power to sue and be sued, which regularly engages in business in Texas as a common carrier of goods, which does not maintain a regular place of business in Texas or a designated agent for service of process, and thus may be served through F.R.C.P. 4(k)2, or through the Texas Secretary of State under the Texas Long-Arm Statute, Tex. Civ. Prac. & Rem. Code § 17.044 *et. seq.*, in care of its home office at 1001 Industrial Pkwy, Ford Building, P.O. Box 569, McDonough, Georgia 30253; or in care of its registered agent for service of process in the State of Georgia, Rod G. Meadows, Esq., 101 Eagle’s Pointe Pkwy, Stockbridge, Georgia, 30281.

**DESCRIPTION OF SHIPMENT**

Dates of Shipment:	May 26, 2009
Place of Shipment:	Sedalia, MO
Place of Delivery:	Houston, TX
Shipper:	ProEnergy Services, LLC
Consignee:	Texas Terminal
Description of Shipment:	Generator and Stator
Nature of Loss or Damage:	Physical Damages to Generator and Stator
Amount:	\$1,200,000.00